

1 August 6, 2003, that even though TransUnion told
2 you they couldn't give you that information,
3 that you thought TrueLink was going to be able
4 to tell you about changes to Mr. Perez's report?

5 A. No. I thought they were going to tell
6 me about changes relating to my husband's social
7 security number.

8 Q. And why did you think that?

9 A. Because they're advertising complete
10 identity theft protection, and I thought that
11 meant they were going to be protecting the
12 Social Security number once I signed up for this
13 product.

14 Q. Well, Mrs. Millett, wait a minute. As
15 of August 2003, you had already gone around and
16 round and round with TransUnion, Experian and
17 Equifax, right? And all three of them told you
18 we can't give you any information in Mr. Perez's
19 report, right?

20 A. No, TransUnion gave me information in
21 Mr. Perez's report, it's in the letter.

22 Q. Okay. They told you what the accounts
23 were, but they told you they couldn't give you
24 the details about the report, right?

25 A. I'm sorry, I don't understand the

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1 Mrs. Millett.

2 A. Uh-huh.

3 Q. It says, "Your credit monitoring
4 membership includes fraud resolution services."
5 Do you see that?

6 A. Yes.

7 Q. Did you ever use the fraud resolution
8 services offered by TrueLink?

9 A. No. Because the TrueLink product has
10 never notified me of any fraud which I needed to
11 contact fraud resolution services for.

12 Q. Well, you thought Mr. Millett was a
13 victim of identity theft on August 6, 2003,
14 right?

15 A. Well, that's correct, but I didn't
16 purchase the product to deal with identity theft
17 that occurred before August 6, 2003. I
18 purchased the product to monitor for identity
19 theft in the future, which I was never notified
20 of, so, therefore, I never accessed the fraud
21 resolution services.

22 Q. So you never had any need to access the
23 fraud resolution services; is that right?

24 A. No, that's not a true statement either.
25 We had a need, we just didn't know we had a

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1 need.

2 Q. Okay, wait a minute. August 6, 2003,
3 did you think your husband was a victim of
4 identity theft?

5 A. Of course.

6 Q. Okay. So, why didn't you use it on the
7 very first day?

8 A. Because their product services their --
9 this is specifically supposed to be used for
10 services that are notified for you by their
11 monitoring service. So, since I don't have --

12 Q. Okay.

13 A. You know, I can't call them up to say,
14 oh, you need to resolve this account from 2002,
15 because I wasn't a member in 2002.

16 Q. That's your understanding?

17 A. That's my understanding.

18 Q. Okay. Has your husband been a victim
19 of identity theft since August 2003?

20 A. Yes.

21 Q. In what way?

22 A. Abundio Perez has obtained additional
23 activities that are related to credit that have
24 occurred since August of 2003, yes.

25 Q. Using your husband's SSN?

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1 A. Yes.

2 Q. What activity is that?

3 A. Judgement from Ford Motor Credit for
4 \$4,000. Public records information, criminal
5 conviction, I believe, recorded against my
6 husband's Social Security number in California,
7 that was not part of this record.

8 Q. I'm sorry, go ahead.

9 A. The J. C. Penney's account, which was
10 relabeled with my husband's address which then
11 resulted in Abundio Perez's mail being sent to
12 my house. The Home Depot account which was
13 later relabeled with my husband's name and
14 address, still has his Social Security number,
15 but has Abundio Perez's telephone number.

16 Q. So, when you learned all this after
17 August 5, 2003, did you call the fraud
18 resolutions services then?

19 A. I didn't learn all of that until TU
20 began -- and some of it I didn't learn until
21 2005 when we started with subpoenas and
22 subpoenaed documents. So, I mean, you know, I
23 didn't know it in 2003, no.

24 Q. Okay. So, in 2005 when you learned
25 about it, did you call and take advantage of the

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1 paragraphs and it's so long and who reads that
2 stuff? Do you remember that?

3 A. Yes.

4 Q. Okay. What's your recollection? Did
5 you read the first sentence? Did you read none
6 of it? Did you skim it? I think you said you
7 skinned it this morning?

8 A. Yep.

9 Q. Okay. Do you recall when you skinned
10 the membership agreement in August of 2003, did
11 it have any reference to the fraud resolution
12 services?

13 A. Yes.

14 Q. You do recall that?

15 A. I do recall some of it.

16 Q. Okay.

17 A. Yeah.

18 Q. And did it tell you that they'd be
19 presented by Promise Mark?

20 A. Well, the advertisement on the page
21 represented that, so I don't know that I
22 remember that the agreement specifically says
23 that, but it is part of my recollection.

24 Q. Were you acting as an agent for your
25 husband when you clicked "I agree" to the credit

PAGE 259 REDACTED

1 Q. On, you recall thinking that in August
2 of 2003?

3 A. I recall thinking that, but not
4 understanding. Because, you have to remember, I
5 closed down Citibank accounts for Abundio Perez,
6 so I didn't know if this was a fraud inquiry or
7 what it was. And without additional
8 investigation, I wouldn't know that.

9 Q. Did you ever -- when you were calling
10 all of the creditors of Mr. Perez in early 2003,
11 did you ever say that they could check your
12 credit report as part of their investigation?

13 A. No.

14 Q. Okay.

15 A. And nor do they have the right to do
16 so, I don't think, as part of a fraud
17 investigation.

18 Q. They have a right to do so if you tell
19 them they can. Do you understand that?

20 A. Well, if I told them I could, but that
21 would have to be in writing.

22 Q. Okay. Let me show you what's been
23 marked Exhibit 16, which are two pages that were
24 produced by your lawyers in this case,
25 Mrs. Millett.

PAGE 262 REDACTED

PAGE 263 REDACTED

PAGE 264 REDACTED

PAGE 265 REDACTED

PAGE 266 REDACTED

1 sorry, was that on the record.

2 MR. O'NEIL: She needs to pee,
3 then we've got to take a break.

4 THE WITNESS: Sorry, I just said
5 that on the record.

6 MR. O'NEIL: That's okay, let's
7 take a break.

8 VIDEOGRAPHER: We are now going
9 off the record at 3:21.

10 (Recess.)

11 VIDEOGRAPHER: The time now is
12 3:39 p.m. and we are back on the record. You
13 may continue.

14 Q. (BY MR. O'NEIL) Thank you.

15 Mrs. Millett, I'm handing you what's been marked
16 as Exhibit 17, which is another document that
17 your lawyers have produced to TrusLink in this
18 case. Appears to be a -- appears to be an
19 e-mail dated November 3, 2003 addressed to
20 Steven, but with your e-mail address, correct?

21 A. Yes.

22 Q. Okay.

23 (M. Millett Exhibit 17 was marked
24 for identification by the reporter.)

25 Q. (BY MR. O'NEIL) The subject line is

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1 "Important upgrade to your service," and then
 2 the text of the e-mail describes the upgrades.
 3 Do you recall learning shortly after you had
 4 purchased the credit monitoring product on
 5 behalf of your husband that True Credit had
 6 upgraded the service?

7 A. Well, they sent this e-mail saying they
 8 had upgraded the service.

9 Q. Right. Well, do you have any reason to
 10 believe that it was inaccurate to say that you
 11 were now going to be getting identity theft
 12 insurance at no additional cost?

13 A. I'm sorry, I don't understand.

14 Q. Well, I asked you if you recall that
 15 there was an upgrade, and you said, well, they
 16 said there was an upgrade, so I was wondering if
 17 you were suggesting that this was another lie
 18 that they had made to you. I mean, according to
 19 the e-mail, you were being informed that the
 20 credit monitoring service now includes identity
 21 theft insurance, and enhanced fraud resolution.
 22 Do you recall getting this e-mail?

23 A. Yeah, I recall getting the e-mail.

24 Q. And do you recall learning it for the
 25 first time at no additional cost you would now

1 covered, right?

2 A. Provided the actual identity theft
3 occurred after the policy was put in place.

4 Q. Okay. Okay. So you do recall that
5 then?

6 A. Yes.

7 Q. Okay. And then it also describes how
8 the fraud resolution services have become
9 improved, or "enhanced" is the word they use.
10 Do you see that?

11 A. (Indicating.)

12 Q. And do you see that it says on the
13 right-hand side about fraud resolution, it says,
14 quote, "Previously provided by Promise Mark,
15 fraud resolution services are now provided by
16 TransUnion's Fraud Victims Assistance
17 Department"? Do you see that?

18 A. Yes. I see that.

19 Q. Okay. Now, does that refresh your
20 recollection that there was never any lapse in
21 the fraud resolution services that were offered
22 as part of credit monitoring?

23 A. Well, the TransUnion Fraud Victims
24 Assistance Department here doesn't take effect
25 until November 3rd of 2003 when they sent this

1 e-mail out. So, the contract was started in
2 August of 2003, so who was covering it between
3 August and November?

4 Q. Do you have any reason to believe that
5 it wasn't TransUnion?

6 A. What do you mean? That it wasn't
7 Promise Mark or it wasn't --

8 Q. Well, who cares. I mean, frankly, does
9 it matter who's providing the service?

10 A. Well, if you've contracted for a
11 service and that person is no longer and has not
12 been providing that service -- this does not
13 show that TransUnion was covering it from August
14 until now. This only says that TransUnion comes
15 on in November and starts covering it.

16 Q. Do you have any evidence that fraud
17 resolution services were not available to those
18 who purchased credit monitoring at any time
19 since August 6, 2003, other than the pleading
20 that you saw your lawyers had written?

21 A. I think there's some documents to that
22 effect, or something along those lines, relating
23 to when Promise Mark exited or whatever, there
24 are dates associated with that.

25 Q. Well, as you sit here today now, do you

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1 think those documents indicate that there was a
 2 lapse in the services, the fraud resolutions
 3 services that were being provided by TrueLink?

4 A. Well, I mean, the -- in my mind, at
 5 least from my understanding and that's all I can
 6 speak to, I don't -- I don't know who was
 7 providing those service from August of 2003
 8 until November of 2003 when this notice arrived.

9 Q. Do you have any reason to believe it
 10 wasn't Promise Mark?

11 A. Well, I didn't call the fraud services,
 12 so I don't know for sure that it wasn't Promise
 13 Mark. But I do know that the documents that
 14 were produced, at least from my understanding
 15 and my recollection as I sit here, was that
 16 Promise Mark exited, I thought, some time during
 17 the summer, and so then there was no coverage
 18 between the time I enrolled in the product and
 19 the time that TU's fraud resolutions services
 20 took over. But, I mean, that's just my
 21 recollection as I'm sitting here. I don't have
 22 those documents in front of me.

23 Q. Okay.

24 (M. Millett Exhibit 18 was marked
 25 for identification by the reporter.)

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1 A. No. I mean, when I act as his agent if
2 he had -- if I read a contract or whatever and I
3 say, you know, we say it's okay or whatever,
4 then it's okay, and that's okay.

5 Q. So, basically, because you had agreed
6 to the terms of the contract, that was good
7 enough for your husband, right?

8 A. Yeah.

9 Q. Okay. And you had agreed to the terms
10 of the contract, right, when you first signed up
11 for the service in August of 2003?

12 A. Yeah, that's part -- you enter into a
13 contract, that's what the issue is I think.

14 Q. Has -- have you suffered any damages as
15 a result of the breach of contract that you
16 allege TrueLink committed?

17 A. My husband and I have lost the money
18 that we paid for the product.

19 Q. Well, you understand technically your
20 husband paid for the product, right?

21 A. No, technically, I paid for the
22 product, it's my debit card.

23 Q. Okay. Any other damages that you or
24 your -- well, let's stick to your husband. Has
25 your husband suffered any other damages as a

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1 result of the alleged breach of contract by
2 TrueLink?

3 A. Well, he -- he's statutory damages, he
4 has -- I think there's injunctive relief that's
5 being requested, his attorney cost and fees.

6 Q. Well, you know, maybe I shouldn't use
7 the word "damages," because that can sometimes
8 have a legal meaning. Let's talk about harm,
9 kind of a non-legal term.

10 A. Okay.

11 Q. Has your husband suffered any harm as a
12 result of TrueLink allegedly not delivering what
13 it promised?

14 A. Yeah.

15 Q. And what harm has he suffered?

16 A. He's suffered the harm of not being
17 notified that there was a public judgement
18 issued against his Social Security number
19 without his knowledge. Additional harm includes
20 accounts that have been relabeled that he was
21 never notified about that have his name and
22 address associated with him.

23 Q. If I can just stop you. And maybe we
24 should go back to what you said before lunch,
25 but. Because you listed a number of things

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1 that --

2 A. Right.

3 Q. -- you think TrueLink did or didn't do
4 that is the subject of your claim.

5 A. Right.

6 Q. So, let's go to that and -- first one
7 you said is just what you said before that there
8 was -- you said that TrueLink failed to disclose
9 that there was a judgement entered in a public
10 record using Mr. Millatt's Social Security
11 number?

12 A. Yep.

13 Q. How was he harmed by that though?

14 A. Well, he's harmed by that because the
15 collectors then started calling the house trying
16 to collect the judgement.

17 Q. They did?

18 A. Yes. Ford Motor Credit called on at
19 least two occasions.

20 Q. Okay. Well, that -- the phone calls
21 weren't a result of TrueLink not notifying you,
22 the phone calls were the result of Mr. Perez
23 using your husband's social security number,
24 right?

25 A. Right. But public records are used as

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1 background checks for employment and other
 2 instances. And, I mean, if I can go out there
 3 to log in to LexisNexis and find that public
 4 record for \$2.95 with my husband's Social
 5 Security number attached to it, I don't think
 6 there's any reason why the TrueLink product
 7 shouldn't have been able to notify me about
 8 that.

9 Q. Ma'am, I understand you think they
 10 should have notified you. What I'm asking is,
 11 so what? They didn't notify you, what harm was
 12 attributable not to the identity theft, not to
 13 the filing of the public record judgement. What
 14 I'm asking is, what harm did your husband suffer
 15 because TrueLink didn't tell you about it?

16 A. It took longer to find out about it.

17 Q. Well, when was the public record
 18 judgement filed?

19 A. I'm thinking it was sometime in the
 20 April or May time frame or maybe it was sooner
 21 than that, it was March or whatever, that whole
 22 process got started. I'd have to look at the
 23 documents. But I knew that it was in the first
 24 part of 2004.

25 Q. Have you ever seen a copy of the

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1 Q. Well, no. I mean, with all due
2 respect, Mrs. Millett, you're the only person I
3 ever met who thought that the credit monitoring
4 product could actually alert you to things
5 occurring outside of your credit file. Do you
6 have any reason to believe that the Veteran
7 Administration believed that when they bought
8 the product?

9 A. No, I don't have reason to believe
10 that. I just know they bought the product.

11 Q. Okay.

12 A. Because it was in one of the news
13 articles I read.

14 Q. Because you've acknowledged that the
15 product does identify true name fraud, right?

16 A. Well, at least I thought it did at some
17 point, but I don't believe that anymore.

18 Q. Okay. And when you told "The New York
19 Times" that you thought it was still a valuable
20 product, then, what, you were lying then or
21 you've changed your mind since then?

22 MS. YEAGER: Objection.

23 Misstates her testimony. Misstates facts not in
24 evidence. Foundation.

25 A. "The New York Times" article does not

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1 characterize it in that way.

2 Q. (BY MR. O'NEIL) So, whenever the --
3 you've read "The New York Times" article, right?

4 A. Yes, I participated in it.

5 Q. Okay. And --

6 MS. YEAGER: Do we have a
7 question?

8 VIDEOGRAPHER: Go ahead.

9 MS. YEAGER: I'm sorry to
10 interrupt.

11 Q. (BY MR. O'NEIL) Were you misquoted in
12 that article?

13 A. No, you're misquoting the article.

14 Q. Okay. So, is everything in that
15 article accurate as far as you're concerned?

16 A. Fairly accurate, yeah.

17 Q. Fairly accurate?

18 A. Uh-huh.

19 Q. Okay.

20 A. I mean, because the article isn't
21 100 percent about me, so I don't know, I can't
22 attest to the accuracy of the rest of it.

23 Q. I understand. Obviously, You're
24 quoted as saying, quote, "I still have credit
25 monitoring because of the simple fact that it is"

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1 the best tool available at this time."

2 A. And what's the rest of sentence?

3 Q. "It is not ideal, it is broken and it
4 is not as advertised." Is that an accurate
5 statement?

6 A. That's the statement, yes.

7 Q. Okay. So, it's still valuable enough
8 for you to continue using it and continue buying
9 it; isn't that correct?

10 A. Well, I'm not buying it anymore, am I?

11 Q. Well, you did for years and years and
12 years after you claimed that it didn't work?

13 A. And I don't deny that.

14 Q. Okay. And the only reason why you're
15 not buying it today is because your credit card
16 changed and you didn't give the company a new
17 credit card?

18 MS. YEAGER: Objection.

19 Misstates --

20 Q. (BY MR. O'NEIL) Isn't that right?

21 MS. YEAGER: -- the testimony.

22 A. No. I just -- I elected not to go in
23 there and put in a new credit card when it
24 arrived. So, to that extent that's why it's no
25 longer going on.

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PAGE 329 REDACTED

PAGE 330 REDACTED

PAGE 331 REDACTED

1 MR. O'NEIL: Interrogatory No. 7.

2 MS. YEAGER: Thank you. Sorry to
3 interrupt.

4 MR. O'NEIL: That's okay.

5 Q. (BY MR. O'NEIL) So, the interrogatory
6 response says you lost a lot of money because we
7 could not get credit, we had to pay extra money
8 for insurance?

9 A. Uh-huh. Right.

10 Q. But you're not seeking those damages in
11 this case, are you?

12 A. We're seeking the damages for breach of
13 contract that we're supposed to be getting.

14 Q. Okay. Well, maybe I should just ask
15 you. This interrogatory suggests that you are
16 -- that you have suffered these economic losses
17 as a result of TrueLink's conduct. Is that
18 accurate?

19 A. Well, to the extent that I -- my
20 thought process still thinks that TransUnion and
21 TrueLink are the same company, yes, those are
22 economic losses that have been suffered. Now,
23 whether or not they're recoverable in this
24 particular case because of the claims that have
25 been brought is a different matter. But it's

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1 been answered here.

2 Q. Are there -- are you seeking recovery
3 of those in this case?

4 A. No, I don't believe so.

5 Q. Oh, okay.

6 A. I believe the Fair Credit Reporting Act
7 portion of this case was dismissed, so.

8 Q. Why was it dismissed?

9 A. I don't know. I think it was just
10 dropped.

11 Q. You don't know why?

12 A. I think that would be a matter between
13 myself and my attorneys as to why.

14 Q. No, I'm not asking you to disclose
15 conversations you've had with your lawyers. I'm
16 asking you do you know why you decided to
17 dismiss the --

18 A. Yes, I do.

19 Q. Okay. Why is that?

20 A. That's a discussion I had with my
21 lawyers.

22 Q. Well, I don't want you to tell me about
23 your discussion with your lawyers. If you only
24 know why you dismissed it because your lawyers
25 told you, then don't say.

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1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF DELAWARE

3 STEVEN G. MILLETT,
4 MELODY J. MILLETT,
5 On Behalf of themselves
6 And all others similarly situated,
7 Plaintiffs,

8 v.
9 No. 05-599-SLR
10 TRUELINK, INC.,
11 A Trans Union Company,

12 Defendant.

13
14
15 VOLUME II

16 CONTINUED DEPOSITION OF MELODY J.
17 MILLETT, a Plaintiff, taken on behalf of the
18 Defendant before Nissa M. Sharp, CSR, CCR #528,
19 pursuant to Notice on the 13th of July, 2007, at
20 the offices of CLOON LAW FIRM, One Hallbrook
21 Place, 11150 Overbrook Road, Suite 350, Leawood,
22 Kansas.

23
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1 APPEARANCES
2

3 Appear ing for the Plaintiffs was MS. B.
 4 JOYCE YEAGER of YEAGER LAW FIRM, LLC, City
 5 Center Square, 26th Floor, 1100 Main Street,
 Kansas City, Missouri 64105.

6 Also appearing for the Plaintiffs was
 7 MR. BRYSON R. CLOON of CLOON LAW FIRM, One
 8 Hallbrook Place, 11150 Overbrook Road, Suite
 9 350, Leawood, Kansas 66211.

10 Appear ing for the Defendant were
 11 MR. MICHAEL O'NEIL and MS. HEATHER SCHUMAN of
 12 DLA PIPER US, LLP, 203 North LaSalle Street,
 13 Suite 1900, Chicago, Illinois 60601-1293.

14 Also present was Lisa Hargis of MCR
 15 VIDEO.

16 INDEX

17 WITNESS:	PAGE:
18 MELODY J. MILLETT	
19 Continued Examination	
20 By Mr. O'Neill	351
21 Examination by Ms. Yeager	554
22 Examination by Mr. O'Neill	571

1 number."

2 Q. Okay. So, of the three forms of
3 identity theft that the Identity Theft Resource
4 Center has identified, you believe that
5 Mr. Millett suffered the first form?

6 A. He would be included in the first form,
7 yes.

8 Q. Okay. Well, let's read the whole
9 sentence that you quoted from. It says,
10 "Financial identity theft involves the
11 imposter's use of personal identifying
12 information, primarily the Social Security
13 number, to establish new credit lines in the
14 name of the victim." Do you see that?

15 A. Uh-huh. Right.

16 Q. I mean, Mr. Abundio, or whatever his
17 name is, never established credit lines in the
18 name Steven Millett, did he?

19 A. No, he did not.

20 Q. Okay. I think we --

21 MR. O'NEIL: How much time do we
22 have left on the tape?

23 VIDEOGRAPHER: Four.

24 MR. O'NEIL: Four, okay, well,
25 let's keep going then.

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1 You testified earlier that you recall
2 in August of 2003 you thought TrueLink was
3 promising your husband complete identity theft
4 approximately. Do you recall that testimony?

5 A. Yes.

6 Q. Okay. So, in August of 2003, did you
7 believe that TrueLink could prevent somebody
8 from using your husband's Social Security number
9 on an employment application?

10 A. If true -- if TransUnion was contacted
11 for the background check, then, yeah, that
12 should be the case.

13 Q. Okay. So, you recognize that it
14 wouldn't provide complete identity theft
15 protection under all circumstances?

16 A. Well, only as it would relate to
17 TransUnion's data.

18 Q. So, if Mr. Abundio Perez used your
19 husband's Social Security number on a job
20 application, but the employer never sought data
21 from TransUnion, that would still be identity
22 theft, right?

23 A. Oh, yes, it would still be identity
24 theft.

25 Q. Okay. But you never thought that

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1 TrueLink would prevent that type of identity
2 theft, right?

3 A. I'm sorry?

4 Q. You never thought that -- and, well,
5 no. In August of 2003, you didn't think that
6 that type of identity theft would be prevented
7 by buying credit monitoring from True Credit,
8 right?

9 A. Only to the extent that the background
10 check used for the employment was pulled from
11 one of your subsidiaries, yeah.

12 Q. Okay. Well, I'll go back to my
13 original question because that was my
14 hypothetical.

15 A. Uh-huh.

16 Q. Mr. Perez uses your husband's Social
17 Security number on an employment application but
18 the employer never contacts TransUnion. You
19 never thought that your husband would be
20 protected by that type of identity theft by
21 buying credit monitoring, right?

22 A. No, and no reasonable person would.

23 Q. Because you have to read those types of
24 things reasonably, right?

25 A. Yes.

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1 THE WITNESS: -- Exhibit 33.
2

3 MR. O'NEIL: Right.
4

5 Q. (BY MR. O'NEIL) And then the second
6 page of the long form notice describes the
7 litigation, defendant's position, identifies the
8 class there in the bottom of Page 2, right?
9

10 A. Yes.
11

12 Q. And then on Page 3, it identifies the
13 changes that will be made to the marketing.
14

15 A. Yes.
16

17 Q. And do you recall reviewing that?
18

19 A. Well, as I testified earlier, I used
20 some of the key words, so, yeah, I recall
21 reviewing it.
22

23 Q. Do you think that offering class
24 members three free months of credit monitoring
25 is something of value to the class?
26

27 A. I specifically think that the way that
28 the product is currently configured, for this
29 class it might have some value, but these, this,
30 these class members do not specifically have
31 issues with identify theft, and identity theft
32 is not at issue in this suit.
33

34 Q. Uh-huh.
35

36 A. People who are trying to improve their
37

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1 credit score though do need frequent credit
2 polls or whatever as they clean up inaccuracies
3 in their reports or whatever else, where they
4 would want to see whether their adjustment is in
5 their score. I mean, I do frequent some, you
6 knew, credit reporting forms, so, I mean, I do
7 see people out there who are trying to remove
8 bad debts from old bankruptcies that are still
9 out there after 14 years that should be deleted
10 and that kind of thing.

11 So, you know, three months of free
12 credit reports or whatever for them would have
13 some value to them in a credit repair context.

14 Q. To your knowledge, has any action been
15 taken on your behalf with regard to this
16 settlement?

17 A. No.

18 Q. Okay. Do you know what a Motion For
19 Intervention is?

20 A. Yes, I know what a Motion For
21 Intervention is. And I believe there was one
22 filed in Browns versus Yahoo or something like
23 that.

24 Q. Browning versus Yahoo.

25 A. Uh-huh.

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1 identity theft is when the thief comes in and
2 takes over your account and then has it
3 redirected.

4 Q. Right. But that didn't happen with the
5 J.C. Penney or Home Depot accounts, right?

6 A. Well, what happened --

7 Q. Can you just answer the question yes or
8 no, please?

9 A. Because it's not that simple. It's not
10 a yes or no question.

11 Q. Okay. I understand what you think
12 happened, but you're not suggesting that
13 Mr. Perez committed account take-over fraud with
14 respect to the J.C. Penney or Home Depot trade
15 lines, are you?

16 A. No. What I'm suggesting --

17 Q. Okay.

18 A. -- that happened in that particular
19 instance is that the accounts were relabeled by
20 the furnishers to include the victim's
21 information. They were fraudulent accounts to
22 start with, and they were relabeled with the
23 victim's information. Then they were reported
24 to the credit bureaus.

25 Q. But that's not account take-over fraud.

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PAGE 573 REDACTED